

1  
2  
3  
4  
5 BILL NO. S-74-09-11

6 SPECIAL ORDINANCE NO. S- 157-74

7 AN ORDINANCE approving an agreement with Fort  
8 Wayne Community Schools for sewer extension  
9 serving Blackhawk Junior High School

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:


12 SECTION 1. The Agreement dated July 17, 1974 between FORT WAYNE  
13 COMMUNITY SCHOOLS and the City of Fort Wayne, by and through its Mayor and  
14 the Board of Public Works for the construction of a sewer, as follows:

15 Commencing at an existing pumping station located 1,320<sup>±</sup> feet south  
16 of the Hicksville Road (E. State Boulevard Ext.) and 1,400<sup>±</sup> feet East  
17 of Maysville Road, thence North a distance of 898<sup>±</sup> feet to a proposed  
18 manhole located approximately 60 feet South of the Bullerman Ditch;  
19 thence in a Northwesterly direction in and along the Westerly side  
20 of the Bullerman Ditch a distance of 1,400<sup>±</sup> feet to a proposed manhole  
21 located on the West Side of the Bullerman Ditch and approximately  
22 500<sup>±</sup> feet Northwest of Maysville Road; thence West in and along a  
23 common property line 1,100<sup>±</sup> L.F. termination at a proposed manhole.

24 Said sewer shall be 10" and 15" in diameter  
25 for a total cost of \$52,939.37, of which 64% will be paid by Sewer Utility, all as  
26 more particularly set forth in said Agreement which is on file in the Office of the  
27 Board of Public Works, and is by reference incorporated herein and made a part  
28 hereof, is hereby in all things ratified, confirmed and approved.

29 SECTION 2. This Ordinance shall be in full force and effect from and  
30 after its passage and approval by the Mayor.

31  
32  
33  
34   
35 Councilman

36 APPROVED AS TO FORM  
37 AND LEGALITY,  
38   
39 CITY ATTORNEY

Read the first time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 9/10/74

Charles W. Tipton  
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, placed on its passage. Passed (lost) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 9-24-74

Charles W. Tipton  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-159-74 on the 24th day of September, 1974.

ATTEST: (SEAL)

Charles W. Tipton  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 1974, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Tipton  
CITY CLERK

Approved and signed by me this 25th day of September, 1974, at the hour of 11:30 o'clock A. M., E.S.T.

Jack H. [Signature]  
MAYOR

Bill No. S-74-09-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving an agreement with Fort Wayne Community Schools for sewer extension  
serving Blackhawk Junior High School.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

L. D. Westerman, Jr.  
John Nuckols  
James S. Stier  
William T. Hinga  
Vivian G. Schmidt

DATE 9-24-74 CONCURRED IN  
CHARLES W. WESTERMAN, CLERK

7/7/74

AGREEMENT  
FOR  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 17 day of July, 1974, by and between FORT WAYNE COMMUNITY SCHOOLS, hereinafter referred to as "Owner" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, The Board of Public Works has had cause to construct certain sanitary sewer interceptors under Resolutions Number 146, 147 and 221 to serve and benefit the area as noted on EXHIBIT "A" and

WHEREAS, the "Owner" and "City" have agreed to jointly construct a sewer to serve said Blackhawk Junior High School, said sewer known as "Blackhawk Junior High School, Sanitary Sewer Resolution #253, hereinafter referred to as "Sewer", and is described as follows:

Commencing at an existing pumping station located 1,320± feet South of the Hicksville Road (E. State Boulevard Ext.) and 1,400± feet East of Maysville Road, thence North a distance of 898± feet to a proposed manhole located approximately 60 feet South of the Bullerman Ditch; thence in a Northwesterly direction in and along the Westerly side of the Bullerman Ditch a distance of 1,400± feet to a proposed manhole located on the West side of the Bullerman Ditch and approximately 500± feet Northwest of Maysville Road; thence West in and along a common property line 1,100± L.F. terminating at a proposed manhole.

Said sewer shall be 10" and 15" in diameter.

Said "Sewer" to be constructed in accordance with the plans, specifications and profiles as prepared by Water Pollution Control Engineering Department, and on file at this time in the office of the Board of Public Works commonly known as "Blackhawk Junior High School Sanitary Sewer, Res. #253. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, said "Sewer" will serve not only the land of the "Owner", but also numerous other areas; and

WHEREAS, the cost of construction of said "Sewer" is represented to be \$52,939.37 which is composed of \$45,852.60 construction cost, plus \$7086.77 for engineering and inspection costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual convenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The "City" and "Owner" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City. All work and materials shall be subject to inspection by City and the right of City to halt construction if

there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by "City". Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The "Owner" and "City" hereby agree to share the entire cost and expense of construction of said "sewer", including engineering and inspection, cost on a 36% - 64% basis.

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the following described real estate:

Commencing at the Southwest corner of said Fractional Quarter Section; thence Easterly along the South line of said Fractional Quarter Section, a distance of 993.0 feet; thence Northerly and parallel to the West line of said Quarter Section by a deflection left of 89 degrees 45 minutes, a distance of 972.0 feet to the North line of said Fractional Quarter Section, as defined by the pavement centerline of State Boulevard; thence Westerly along the said pavement centerline by a deflection left of 89 degrees 34 min, a distance of 530.9 feet to a point of curve; thence departing from the North line of said Fractional Quarter Section; Westerly and Southwesterly along said pavement centerline on a 4 degree 05 minute, more or less, circular curve to the left, a distance of 472 feet, more or less, to the West line of said Fractional Quarter Section; thence Southerly on the line aforesaid, a distance of 901.8 feet to the point of beginning; containing 22.01 acres of land, more or less, subject to 30 feet off the North border thereof as occupied by State Boulevard.

4. CHARGE AGAINST EXCESS AREA

Said Sewer, when constructed, will serve additional or excess area, as shown on attached Exhibit "A".

- A. In the event any present or future owner of the area designated as local assessment on EXHIBIT "A", shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the CITY of Fort Wayne an area assessment of \$600.00 per acre in addition to a local connection fee of \$0.03200918 cents per square foot. As the local connection fees are collected by the "City", the City shall retain 50% of the fee and the remaining 50% of the fee shall be disbursed to the "Owner" by the "City" within 60 days of the receipt thereof.

B. All future users within the area designated as area assessment on EXHIBIT "A", whether by direct tap or through the extension or connection of lateral or local lines to service such land; "City", through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City in addition to the cost of standard tap-in and inspection fees, the sum of \$600.00 per acre. The amount so collected by the "City" shall be retained by "City" and deposited with Fort Wayne Sewer Utility.

The area and local connection fees will be due as the areas noted on EXHIBIT "A" are platted or developed.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of "City", by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The "Owner", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "City" of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce "City" to execute and ratify this contract, said "Owner", for himself, his successors and assigns, agrees by this contract to vest in "City" the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate noted in Article 3 herein.

"Owner" further agrees that any deeds, contracts, or other instruments of conveyance made by the "Owner", its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the "owner", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of the Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The "Owner" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the "City" as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "City", who connect into the sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

OWNER:

FORT WAYNE COMMUNITY SCHOOLS

BY \_\_\_\_\_

CITY OF FORT WAYNE, INDIANA

BY Ivan A. Lebedeff  
Ivan A. Lebedeff, Mayor

BOARD OF PUBLIC WORKS

BY Ronald L. Bouch

APR 17 1974

ATTEST:

Elena L. Smith  
Clerk

Approved as to form and legality;

Associate City Attorney  
Associate City Attorney

This Instrument prepared by Philip R. Boller, P.E. 9498

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned a Notary Public in and for said County and State, personally appeared representing Fort Wayne Community Schools, Owner, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



STATE OF INDIANA }  
COUNTY OF ALLEN } SS:

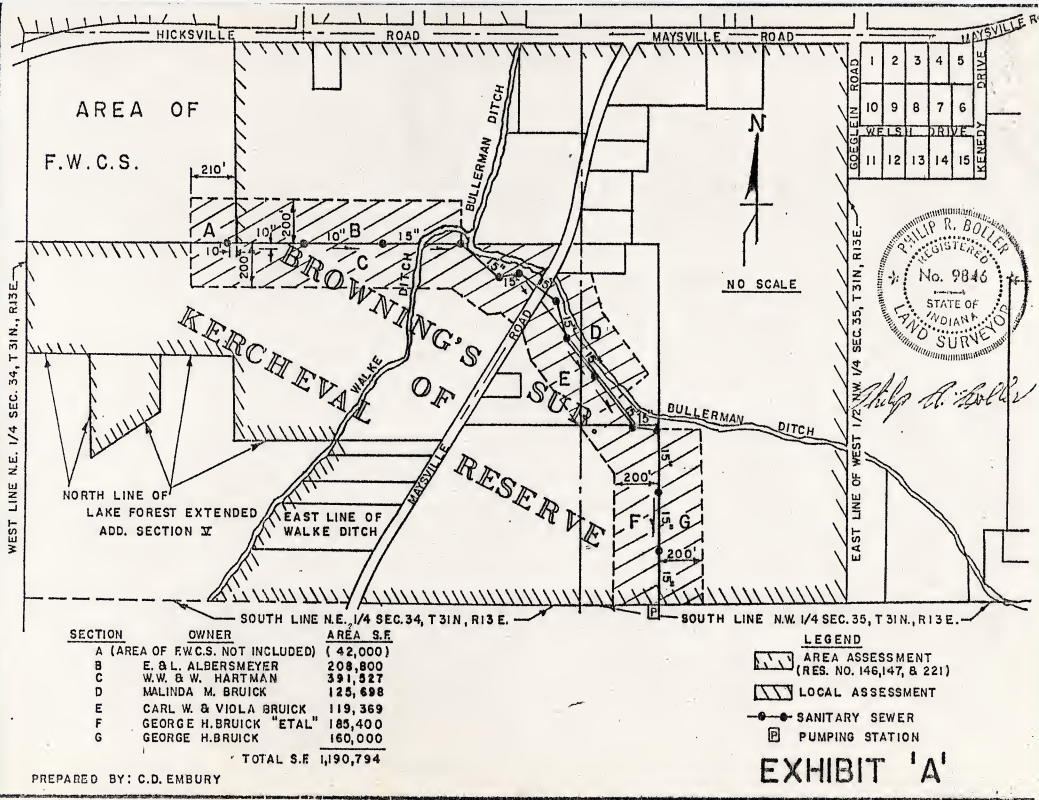
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ivan A. Lebamoff, Mayor; Jerry D. Boswell, Chairman of the Board of Public Works; Ronald L. Bonar and ~~William G. Williams~~, Members of the Board of Public Works; and Edna I. Smith, Clerk of the Board of Public Works who acknowledged the execution fo the foregoing Agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

  
Notary Public



My Commission Expires:

March 6, 1976



DIGEST SHEET

*S-74-09-11*

TITLE OF ORDINANCE Agreement between City of Fort Wayne & Fort Wayne Community Schools

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Agreement covers the sewer extension serving Blackhawk

Junior High School. Cost of said sewer paid 36% by Fort Wayne Community

Schools and 64% by City of Fort Wayne.

Upon further development in the area the City and Community Schools

shall be reimbursed 50/50 on charges of \$600.00 per acre assessment as well  
as a \$.03 per square foot charge.

EFFECT OF PASSAGE Extension of sewers to serve future Utility customers.

EFFECT OF NON-PASSAGE No service

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

Total cost of original sewer construction \$52,939.37 - 64% paid by Sewer Utility.

ASSIGNED TO COMMITTEE (PRESIDENT) *Public Works*